City of Santa Fe
200 Lincoln Ave, Santa Fe, NM 87501 | santafenm.gov

Michael J. Garcia, Mayor

DATE: October 6, 2026

TO: Governing Body

FROM: Andrea Phillips, Deputy City Manager

CC: Brian Moya, Interim City Manager
Marcos Martinez, City Attorney

SUBJECT: Approval for Settlement/Authorization of City Funds for Estate of Gracen Coon v. City

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Background and Summary

On behalf of the Risk and Safety Office and City Manager's Office, staff are seeking authorization of the final settlement agreement and payment of the city's portion of a liability claim against the city totaling $1,328,367.74.

The City Manager's authority is up to $200,000. The city is self-insured and the SIR (self-insured retention) at the time of this claim was $1.5 million. The check amount represents the difference between the SIR and the amount the city has expended thus far on handling this case. The total settlement is $2.5 million; therefore, the insurance carrier will be responsible for the difference.

This case was discussed with Governing Body in previous executive sessions, most recently on September 9, 2026. Since that time, the City's outside legal counsel, Carlos Quinones, has been able to finalize the attached settlement agreement with the attorney representing the plaintiff's estate. The case stems from claim #24H06M569938, which was filed in September 2024.

Requested Action

Approve the Settlement Agreement Releasing the City in the Estate of Gracen Coon v. City of Santa Fe; and Authorize the payment of $1,328,367.74 from the City's Risk Management Fund (600)

Attachments

Settlement Agreement in the Case of the Estate of Gracen Coon v. City of Santa Fe
Copy of Settlement Check

City Council

Alma G. Castro, District 1 | Elizabeth "Liz" Barrett, District 2 | Lee Garcia, Mayor Pro Tem, District 3 | Jamie Cassutt, District 4
Patricia Feghali, District 1 | Paul C. Bustamante, District 2 | Pilar F.H. Faulkner, District 3 | Amanda Chavez, District 4

GENERAL RELEASE

1. Todd Lopez, Esq., Wrongful Death Representative of Estate of Gracen Coon ("Coon"), and all individuals who could on Coon's behalf, or derivative to his claims, assert any claims arising out of matters described herein are hereinafter referred to as "Plaintiffs/Releasors."

2. The City of Santa Fe, a New Mexico municipality; Cannon Cochrane Management Services, Inc.; Gemini Insurance Company; Berkley Public Entity (a Berkley Company), and all of their former and current employees, police officers (including but not limited to Santa Fe Police Department Officers David Gallegos and Charles Ovalle), officials, council members, volunteers, agents, servants, attorneys, insurers, reinsurers, and excess insurers, and all other parties against whom claims could have been brought by Plaintiffs/Releasors arising out of matters described herein are hereinafter referred to as "Defendants/Releasees."

3. In consideration of the total sum of Two Million Five Hundred Thousand and 00/100 Dollars ($2,500,000), Plaintiffs/Releasors and for their heirs, legal representatives, successors, assigns, executors, and administrators expressly release, acquit and discharge, and by this General Release do hereby forever and fully release, acquit and discharge the Defendants/Releasees and their successors and assigns from each and all of the following:

> All claims, demands, damages, actions, causes of action or suits of every kind and nature, known or unknown, foreseen or unforeseen, existing or claimed to exist or which may hereafter arise out of or result from or be in connection with matters and things which are set forth in, or which have been brought in, the Complaint for Damages that relate to, result from or to result from, or arising from, the underlying event involving Coon taking place on September 22, 2024 in Santa Fe, New Mexico in that certain action pending in the First Judicial District Court for the State of New Mexico, entitled: *Todd Lopez, Esq., Wrongful Death Personal Representative of Estate of Gracen Coon, Plaintiff, v. City of Santa Fe, a New Mexico municipality,* being cause number D-101-CV-2024-02345.

4. The Plaintiffs/Releasors agree as further consideration and inducement for this compromise settlement to defend, indemnify and hold harmless forever the said Defendants/Releasees from any and all further claims, demands and actions in law or equity that may hereafter be made or brought by the Plaintiffs/Releasors or by anyone else claiming damages, indemnity, or contribution on account of injuries or damages which arise from any or all other matters and things hereinabove mentioned.

5. The Plaintiffs/Releasors warrant that no person or entity, including, but not limited to Medicare, Medicaid or any other State and/or federally funded medical program, or any hospital or heath care provider, or health insurer, has asserted any lien and/or subrogation claim to any portion of the consideration recited above which has not been satisfied, or that if any such lien or subrogation claim exists or has been claimed to exist, such liens will be immediately satisfied out of the above cited consideration being paid in exchange for this General Release. In consideration of the payment of the above cited consideration, the Plaintiffs/Releasors agree to defend and indemnify the Defendants/Releasees and hold and save them harmless to satisfy on behalf of the Defendants/Releasees any judgment, claim, lien or subrogation claim against them arising out of

medical services or treatment provided by Medicare, Medicaid or any other State and/or federally funded medical program, and/or any hospital or medical provider, and/or any health insurer, as a result of or in any way related to the incidents giving rise to the Complaint as identified above.

6. Plaintiffs/Releasors assert that payment is for compensatory damages only on account of personal physical injuries, physical sickness and/or emotional distress therefrom within the meaning of §104(a)(2) of the Internal Revenue Code of 1986, as amended. Defendants/Releasees are not responsible nor do Releasees have any liability for such classification. Plaintiffs/Releasors acknowledge that they have not relied on any statements or assertions by Defendants/Releasees with regard to the tax consequences of the payment.

7. Further, the Plaintiffs/Releasors agree that a stipulated motion will be filed, and a stipulated order shall be entered dismissing with prejudice the above-entitled action and all claims brought, or which could have been brought herein against the Defendants/Releasees, by no later than five (5) working days of receipt of payment from Defendants/Releasees or sooner, upon the agreement of the parties and/or the direction of the Court.

8. The Plaintiffs/Releasors expressly understand and agree that all claims for attorneys' fees and costs incurred by Plaintiffs/Releasors are hereby settled, resolved and released.

9. The Plaintiffs/Releasors agree that the contents of this General Release shall not be distributed or published except as required or allowed and in accordance with New Mexico law.

10. All agreements and understandings between Plaintiffs/Releasors and Defendants/Releasees concerning the matters set forth herein are embodied and expressed in this General Release. The Plaintiffs/Releasors agree that the terms of this General Release and the settlement are contractual and not a mere recital. Any dispute as to the enforcement, terms, or validity of this General Release or the settlement of this matter shall be submitted to a judge in the First Judicial District Court, State of New Mexico, who shall conduct any and all proceedings concerning the enforcement, terms or validity of this General Release and the settlement.

11. The Plaintiffs/Releasors agree that if a court determines that any provision of this General Release, or any part thereof, is invalid or unenforceable for any reason, such a determination will not affect the validity or enforceability of the remaining portions and provisions of this General Release.

12. This General Release shall be deemed to have been made in the State of New Mexico and shall be governed by the laws of the State of New Mexico in all respects including, but not limited to, matters of construction, validity and performance.

13. A copy of this General Release shall be valid and enforceable as the original.

14. The Plaintiffs/Releasors hereby agree to these additional considerations set forth as follows:

(a) The liability for all such claims is denied by the parties herein released, and this final compromise and settlement thereof shall never be treated by any person or other entity at any time for any purpose as an admission or evidence of negligence, liability or responsibility on the part of the Defendants/Releasees, all of whom expressly deny any negligence, liability and responsibility.

(b) The Plaintiffs/Releasors have been fully advised and understand that this is a complete release, and that the execution of this instrument forever bars any claims that may ever be asserted against the Defendants/Releasees or anyone else on behalf of the Plaintiffs/Releasors claiming damages, indemnity or contribution on the account of injuries or damages to the Plaintiff/Releasors which arise from any or all matters and things set forth above.

(c) The Plaintiffs/Releasors hereby agree to hold harmless and indemnify the Defendants/Releasees, together with the payment of any costs or attorneys' fees incurred, from any and all claims known or unknown which may be made by any party, including all insurance carriers, health care providers or any other entity, claiming to be subrogated to the rights of the undersigned on account of the incident alleged in the Complaint or for payment of any medical services provided and not paid, whether or not subject to medical liens of record or those created by law.

(d) Plaintiffs/Releasors acknowledge they have not been pressured in any manner by the released parties to accept the terms and conditions of this release and have made a learned decision to accept the terms and conditions and have so consulted with their legal counsel.

(e) The Plaintiffs/Releasors agree that a copy of this General Release shall be valid and enforceable as the original.

15. The Plaintiffs/Releasors have read the terms of this General Release and understand them completely.

16. I HAVE CAREFULLY READ THIS RELEASE, FULLY UNDERSTAND ITS TERMS, AND HAVE DISCUSSED THE IMPACT AND IMPORTANCE OF SIGNING THIS RELEASE WITH MY ATTORNEYS.

Todd Lopez, Esq.
Wrongful Death Representative of Estate of
Gracen Coon

STATE OF NEW MEXICO }
} ss.
COUNTY OF SANTA FE }

On this 17 day of SEPTEMBER, 2026, Todd Lopez personally appeared before me and acknowledged the foregoing instrument.

NOTARY PUBLIC

My Commission Expires:

9-3-29



Approved by:

Counsel for the Plaintiff

Date

THE FACE OF THIS CHECK CONTAINS A MICROPRINT BORDER AND A BLUE SECURITY VOID BACKGROUND PATTERN - DO NOT CASH IF VOID IS VISIBLE.

CITY OF SANTA FE
GENERAL LIABILITY INSURANCE CLAIMS ACCT
P.O. BOX 909
SANTA FE, NM 87504

WELLS FARGO BANK
ALBUQUERQUE, NM 87102

95-219/1070

Check No. 0000028936

Date: 09/29/2026

Batch#: 310851725

Amount: ONE MILLION THREE HUNDRED TWENTY-EIGHT THOUSAND THREE HUNDRED SIXTY-SEVEN AND 74 / 100*****

AMOUNT

$****1,328,367.74

VOID AFTER 90 DAYS

Two Signatures Required for Amounts over $14999.00

PAY TO THE ORDER OF

EGOLF FERLIC MARTINEZ LLC
IOLTA
123 W. SAN FRANCISCO ST # 200
SANTA FE, NM 87501

⑈0000028936⑈ ⑆107002192⑆ 73187351 77⑈

Claim#\DOL	Claimant	Inv. Amt	Disc. Amt	Net Paid	Inv. #\Comment	Adjuster\Office
24H06M569938	Coon, Gracen	1,328,367.74	0.00	1,328,367.74		JKLAUS
09/22/2024					For release of any and all claims	WRL

Batch#: 310851725

Check# 28936

***** MAIL TO ACCOUNT *****

Check Amount: $**1,328,367.74**

Loc: POLICE OPERATIONS

Need 2 Signatures